

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 06-221**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

### **90 HORSE POWER CLASS BACKHOE LOADER**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, July 26, 2006 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bids may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

# **EQUIPMENT AND PERFORMANCE SPECIFICATIONS**

## **90 HORSE POWER CLASS BACKHOE LOADER**

### **(WATER)**

#### **1. APPLICATION**

- 1.1 This Backhoe Loader will be utilized by the City of Lincoln in a variety of applications:
  - 1.1.1 Load and carry in maintenance projects.
  - 1.1.2 Digging access to underground utilities.
  - 1.1.3 Truck loading with both loader and backhoe.
  - 1.1.4 Setting and removal of hydrants, valves, piping and trench boxes where good craning ability and machine stability is essential.
  - 1.1.5 Operation of stick mounted breakers and compactors.
  - 1.1.6 Operation of hand held hydraulic tools.
- 1.2 All operations must be capable of being safely accomplished from a sitting position with a clear unobstructed view of critical areas.

#### **2. MODEL**

- 2.1 The equipment furnished under these specification shall be new, current year manufacture, that is the latest design and production, completely serviced, ready for operation, and including all standard equipment.
  - 2.1.1 Must be Federal Emissions Compliant
- 2.2 All advertised standard equipment will be provided whether or not specifically addressed.
- 2.3 Backhoe Loader is to be of the 90 Horse Power class with the following models listed as examples, intended solely to indicate the size, type and class of equipment desired.
  - 2.3.1 Caterpillar 430E John Deere 410G
- 2.4 Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacture.
- 2.5 Do not assume your standard equipment meets all detailed specifications merely because it is listed.
- 2.6 It is understood that any reference to ANSI/SAE/ISO will be considered to be the current standard.

#### **3. BID AWARD CRITERIA**

- 3.1 Conformance to the Equipment Specifications concerning the size, type and class of Backhoe Loader offered, and the ability to provide specific equipment as indicated in the technical specifications.
- 3.2 The Backhoe Loaders ability to satisfactorily perform in its intended application, as determined through the Field Test.
- 3.3 Bidders ability to provide the desired product support as indicated in the Maintenance Agreement.
- 3.4 Previous experience with both the bidder and product being offered.
- 3.5 Best overall value based on all costs provided in the bid proposal.
- 3.6 Delivery schedule

#### **4. FIELD TESTING**

- 4.1 All responding bidders shall make available to The City of Lincoln a Backhoe Loader of the same model bid with similar equipment for evaluation of both machine performance and compatibility with the intended application.
- 4.2 A minimum of three (3) working days shall be required to effectively perform the desired evaluation.
- 4.3 Responding bidders shall make available a manufacturer or dealer representative to instruct City of Lincoln employees on the proper safety, operation and maintenance checks, prior to evaluation period.
- 4.4 The City of Lincoln shall return the Backhoe Loader clean, and with the same amount of fuel, and in the same condition as when received.
- 4.5 The City of Lincoln will not be responsible for any rental or transportation costs associated with this evaluation process.

**5. TRADE-ALLOWANCE****5.1 Terms and Conditions**

- 5.1.1 Trade-ins are offered on as-is, where-is basis; and no warranties whether expressed or implied are intended regarding the condition of the equipment or fitness of the equipment for specific applications.
- 5.1.2 In the event the City accepts bidders trade-in allowance, the bidder is responsible for all transportation of the equipment away from the City premises.
- 5.1.3 Bids conditioned upon the acceptance by the City of any or all trade-in allowances will not be considered.
- 5.1.4 The City reserves the right to include trade-in allowance in the evaluation of bids, or not to give any consideration to trade-in allowances.

**5.2 Equipment List**

- 5.2.1 City of Lincoln Equipment # 50041-1995 Caterpillar 426B S/N 6KL01340, with a 24" HD Bucket.

**5.3 Equipment Inspection**

- 5.3.1 Bidders shall contact Jim Chiles, Phone Number 402/441/4941 to arrange inspection of equipment offered as trade.
- 5.3.2 Maintenance history records are available upon request.

**6. SIZE**

- 6.1 Equipped per the following specification, SAE minium operating weight , 17,500 lbs. and not less than 19' (2' flat bottom) digging depth.

**7. TYPE**

- 7.1 Industrial Wheeled Backhoe Loader with Integral Main Frame.

Meets Specs.

Yes No**8. ENGINE AND RELATED EQUIPMENT**

- \_\_\_\_ 8.1 Four cylinder, minimum 265 CID., turbo-charged, diesel.
- \_\_\_\_ 8.2 Net SAE horsepower at rated RPM 92 minimum.
- \_\_\_\_ 8.3 Dry type dual element air cleaner with ejector type pre-cleaner.
- \_\_\_\_ 8.4 Fuel priming pump.
- \_\_\_\_ 8.5 Fuel filter with fuel/water separator.
- \_\_\_\_ 8.6 Electric fuel shut off.
- \_\_\_\_ 8.7 Cold weather starting aid.
- \_\_\_\_ 8.8 Safety fan guard.
- \_\_\_\_ 8.9 Engine coolant to be manufactures recommended extended service to -35 F.
- \_\_\_\_ 8.10 Heavy-duty cooling system with surge tank.
- \_\_\_\_ 8.11 Engine coolant heater, 1,000 W, 110 volt.
- \_\_\_\_ 8.12 Engine side enclosures.
- \_\_\_\_ 8.13 Muffler with bent elbow or rain cap. (cab height vertical stack)

**9. ELECTRICAL AND LIGHTING SYSTEMS**

- \_\_\_\_ 9.1 12 Volt electric start.
- \_\_\_\_ 9.2 Dual low maintenance, heavy-duty batteries, minimum 880 CCA capacity each.
- \_\_\_\_ 9.3 Minimum, 95 AMP alternator.
- \_\_\_\_ 9.4 Electric master disconnect switch.
- \_\_\_\_ 9.5 Individual circuit protection.
- \_\_\_\_ 9.6 One 12 Volt outlet for business radio.
- \_\_\_\_ 9.7 AM-FM Radio with weather band.
- \_\_\_\_ 9.8 Four (4) front halogen driving/work lights.
- \_\_\_\_ 9.9 Four (4) rear halogen work lights.
- \_\_\_\_ 9.10 Right and left side halogen work lights will be provided if available from the manufacturer.
- \_\_\_\_ 9.11 Two (2) rear stop lights.
- \_\_\_\_ 9.12 Two (2) front and rear turn signals.
- \_\_\_\_ 9.13 Cab pre-wired for roof mounted strobe light to include factory switch.
  - \_\_\_\_ 9.13.1 City will furnish a strobe light for installation by the vendor.
- \_\_\_\_ 9.14 Electric horn.
- \_\_\_\_ 9.15 Reverse warning alarm.
- \_\_\_\_ 9.16 Cab interior light.
- \_\_\_\_ 9.17 Instrument panel or gauge lights.

Meets Specs.

Yes No**10. TRANSMISSION**

- \_\_\_\_ 10.1 Full power shift transmission with torque convertor, no clutching required for gear or directional changes.
- \_\_\_\_ 10.2 20 MPH approximate road speed.
- \_\_\_\_ 10.3 Left hand operated electric forward-neutral-reverse and shift control lever.
- \_\_\_\_ 10.4 Minimum 4F-2R speeds.
- \_\_\_\_ 10.5 Transmission neutralizer on loader control lever.

**11. REAR AXLE**

- \_\_\_\_ 11.1 Operator controlled differential lock or limited slip differential.
- \_\_\_\_ 11.2 Planetary final drive to each wheel.

**12. FRONT AXLE**

- \_\_\_\_ 12.1 Mechanical front wheel drive with planetary final drive to each wheel.
- \_\_\_\_ 12.2 Electric on/off control.
- \_\_\_\_ 12.3 Drive shaft guard.
- \_\_\_\_ 12.4 Front axle oscillation.

**13. STEERING**

- \_\_\_\_ 13.1 Full power front wheel steering.
- \_\_\_\_ 13.2 Backhoe Loader clearance turning circle without brakes applied 35 feet maximum.

**14. BRAKES**

- \_\_\_\_ 14.1 Fully enclosed hydraulic wet disc.
- \_\_\_\_ 14.2 Self-adjusting and equalizing.
- \_\_\_\_ 14.3 Foot operated independent brakes with interlock system.
- \_\_\_\_ 14.4 Parking brake to be independent of service brake, designed to hold the weight of the machine on a slope.

**15. TIRES**

- \_\_\_\_ 15.1 21L-24 10 Ply R4 rear tires (or equal design)
- \_\_\_\_ 15.2 12.5/80-18 10 Ply traction front tires (or equal design)
- \_\_\_\_ 15.3 One spare front wheel and tire, same brand and model shall be supplied.
- \_\_\_\_ 15.4 Hydro-inflation is not desired or acceptable.

**16. LOADER-BUCKET AND CONTROLS**

- \_\_\_\_ 16.1 General purpose bucket, SAE heaped capacity 1.30 cubic yards minimum.
- \_\_\_\_ 16.2 Self-leveling single lever control with float position.
- \_\_\_\_ 16.3 Return to dig feature.
- \_\_\_\_ 16.4 Bucket level indicator.
- \_\_\_\_ 16.5 Loader boom service lock.
- \_\_\_\_ 16.6 Bolt-on reversible cutting edge.
- \_\_\_\_ 16.8 Ride control system to be furnished.

**17. LOADER PERFORMANCE AND DIMENSIONS*****(Based on Backhoe Loader as specified unless otherwise indicated)***

- \_\_\_\_ 17.1 Please indicate the performance and dimensions of the Backhoe Loader being offered.
- \_\_\_\_ 17.1.1 Bucket capacity SAE heaped with bolt on cutting edge = \_\_\_\_\_ cu..yd.
- \_\_\_\_ 17.1.2 Breakout force = \_\_\_\_\_ lb.
- \_\_\_\_ 17.1.3 Lift capacity, full height = \_\_\_\_\_ lb.
- \_\_\_\_ 17.1.4 Height to bucket hinge pin = \_\_\_\_\_ ft. \_\_\_\_\_ in..
- \_\_\_\_ 17.1.5 Reach, 45 degree discharge, full height = \_\_\_\_\_ in.
- \_\_\_\_ 17.1.6 Dump clearance, 45 degree discharge, full height= \_\_\_\_\_ ft. \_\_\_\_\_ in.
- \_\_\_\_ 17.1.7 Operating weight = \_\_\_\_\_ lb.

Meets Specs.

Yes No**18. BACKHOE-BUCKET AND CONTROLS**

- \_\_\_\_ 18.1 One (1) heavy-duty 24 inch bucket with pins.
- \_\_\_\_ 18.2 Manufacturers recommended mechanical backhoe bucket quick coupler.
- \_\_\_\_ 18.2.1 Coupler which is compatible with bucket provided and currently owned Deere and Cat buckets is preferred.
- \_\_\_\_ 18.3 Bucket equipped with weld on teeth with pin on tips and lift loops.
- \_\_\_\_ 18.4 Pilot operated "Joy Stick" type controls with pattern selector.
- \_\_\_\_ 18.5 Center pivot design with extendable dipper-stick.
- \_\_\_\_ 18.6 In cab controlled transport lock..
- \_\_\_\_ 18.7 Dual rear stabilizers with reversible dirt and street pads.
- \_\_\_\_ 18.8 Stabilizer cylinder guards.
- \_\_\_\_ 18.9 Boom guard or protection plate will be provided if available from the manufacturer.

**19. AUXILIARY HYDRAULICS AND TOOL CIRCUITS**

- \_\_\_\_ 19.1 High capacity or high ambient temperature cooling package.
- \_\_\_\_ 19.2 Auxiliary one-way control valve fully plumbed with flat face couplers for use with stick mounted compactor and breaker.
- \_\_\_\_ 19.2.1 Valve and control will be independent from E-stick circuit.
- \_\_\_\_ 19.2.2 Low pressure return to be provided if available from manufacturer.
- \_\_\_\_ 19.2.3 No compactor or breaker will be provided.
- \_\_\_\_ 19.3 Hand held tool circuit as follows:
- \_\_\_\_ 19.3.1 Circuit will be designed to operate breakers, tamps, water pumps and other hand tools.
- \_\_\_\_ 19.3.2 Circuit will provide 7 to 10 g.p.m. @ 1,500 to 2,000 psi.
- \_\_\_\_ 19.3.3 50' self winding hose reel with 50' of ½" 2,500 psi dual hydraulic hose with dual hose stops and 3/8 HTMA flat face couplers installed in right side entry area.
- \_\_\_\_ 19.3.3.1 Reel to be CoxReels #TDMP-N-450 or equal.

**20. COUNTER WEIGHT**

- \_\_\_\_ 20.1 Maximum front counter weight as recommended by the manufacture will be provided.
- \_\_\_\_ 20.1.1 Please state amount of counter weight to be provided \_\_\_\_\_ lbs.

**21. BACKHOE PERFORMANCE AND DIMENSIONS**

*(Based on extension retracted and Backhoe Loader as specified unless otherwise indicated with 24" bucket)*

- \_\_\_\_ 21.1 Please indicate the performance and dimensions of the Backhoe Loader being offered.
- \_\_\_\_ 21.1.1 Digging depth 2' flat bottom SAE= \_\_\_\_\_ ft \_\_\_\_\_ in.
- \_\_\_\_ 21.1.2 Digging depth 2' flat bottom SAE stick fully extended= \_\_\_\_\_ ft. \_\_\_\_\_ in.
- \_\_\_\_ 21.1.3 Reach from center of swing mast= \_\_\_\_\_ ft. \_\_\_\_\_ in.
- \_\_\_\_ 21.1.4 Reach from center of swing mast stick fully extended= \_\_\_\_\_ ft. \_\_\_\_\_ in.
- \_\_\_\_ 21.1.5 Swing arc= \_\_\_\_\_ degrees.
- \_\_\_\_ 21.1.6 Dipper lift capacity according to SAE J31 @ 12'= \_\_\_\_\_ lbs.
- \_\_\_\_ 21.1.7 Digging force bucket cylinder= \_\_\_\_\_ lbs.
- \_\_\_\_ 21.1.8 Digging force crowd cylinder= \_\_\_\_\_ lbs.
- \_\_\_\_ 21.1.9 Loading height (truck loading position)= \_\_\_\_\_ ft. \_\_\_\_\_ in.
- \_\_\_\_ 21.1.10 Transport height= \_\_\_\_\_ ft \_\_\_\_\_ in.
- \_\_\_\_ 21.1.11 Transport length= \_\_\_\_\_ ft \_\_\_\_\_ in.

Meets Specs.

Yes No**22. CAB AND RELATED EQUIPMENT**

- \_\_\_\_ 22.1 Cab shall be fully enclosed, steel construction with the following features and equipment:
- \_\_\_\_ 22.1.1 SAE, ROPS certified.
- \_\_\_\_ 22.1.2 Isolation mounted, with deluxe insulation and sound suppression.
- \_\_\_\_ 22.1.2.1 Please state interior sound level per ISO standard \_\_\_\_\_dB(A).
- \_\_\_\_ 22.1.3 Tilt steering column.
- \_\_\_\_ 22.1.4 Heavy-duty rubber floor mat.
- \_\_\_\_ 22.1.5 Tinted safety glass, with all operable windows available.
- \_\_\_\_ 22.1.6 Interior rear view mirror(s).
- \_\_\_\_ 22.1.7 Hand rails and access steps.
- \_\_\_\_ 22.1.8 Front windshield washer and wiper.
- \_\_\_\_ 22.1.9 Rear window washer and wiper.
- \_\_\_\_ 22.1.10 Deluxe posture contour fabric air suspension seat with armrests.
- \_\_\_\_ 22.1.11 3 inch, retractable seatbelt.
- \_\_\_\_ 22.1.12 Highest output air conditioner available from manufacture.
- \_\_\_\_ 22.1.13 Highest output heater available from manufacture, to include all ducting and fans for optimum window and windshield defrosting.
- \_\_\_\_ 22.1.14 Key locking door latches.
- \_\_\_\_ 22.1.15 All sun visors and anti-glare devices available to be provided.

**23. INSTRUMENTATION**

- \_\_\_\_ 23.1 Highest level gauge, and monitor system available from manufacture, to include but not limited to the following:
- \_\_\_\_ 23.1.1 Engine coolant temperature.
- \_\_\_\_ 23.1.2 Engine oil pressure.
- \_\_\_\_ 23.1.3 Transmission fluid temperature.
- \_\_\_\_ 23.1.4 Parking brake engagement.
- \_\_\_\_ 23.1.5 Brake pressure.
- \_\_\_\_ 23.1.6 Hydraulic filter restriction indicator.
- \_\_\_\_ 23.1.7 Fuel level.
- \_\_\_\_ 23.1.8 Charging system.
- \_\_\_\_ 23.1.9 Electric hour meter.
- \_\_\_\_ 23.1.10 Air filter restriction indicator.
- \_\_\_\_ 23.1.11 Audible and visual warning for systems which demand immediate shut-down.

**24. MISCELLANEOUS EQUIPMENT**

- \_\_\_\_ 24.1 Front and rear fenders.
- \_\_\_\_ 24.2 Tool box.
- \_\_\_\_ 24.3 Slow Moving Emblem.
- \_\_\_\_ 24.4 Complete vandal protection system with locks to be keyed the same.
- \_\_\_\_ 24.5 Manufacture standard paint.
- \_\_\_\_ 24.6 One (1) service manual for single or multiple unit orders.
- \_\_\_\_ 24.7 One (1) parts manual for single or multiple unit orders.
- \_\_\_\_ 24.8 One (1) operator manual for each unit provided.

**25. DELIVERY REQUIREMENTS**

- \_\_\_\_ 25.1 The successful bidder shall be responsible for delivery of the Backhoe Loader complete and ready for operation, to the Fleet Services Garage, 901 North 6<sup>th</sup> Street, Lincoln Nebraska, Monday through Friday 8:00 a.m. to 3:00 p.m.
- \_\_\_\_ 25.2 The successful bidder shall provide a minimum of 2 hours of on-site operation and maintenance training, at the time of delivery.

**26. WARRANTY**

- 26.1 See attached FULL MACHINE MAINTENANCE AGREEMENT

# FULL MACHINE MAINTENANCE AGREEMENT

## 1. **SCOPE**

- 1.1 This agreement applies to all 90 Horse Power Class Backhoe Loaders purchased under City of Lincoln, Specification # 06-221.
- 1.2 This maintenance agreement term shall be as follows from the date of machine acceptance by the City of Lincoln:
  - 1.2.1 The first 3,500 operating hours as recorded by the engine hour meter.  
(or)
  - 1.2.2 Five (5) years from the date of acceptance, whichever occurs first.
  - 1.2.3 This agreement further defines below the obligation of the seller and the City.

## 2. **GENERAL TERMS AND CONDITIONS**

- 2.1 The City of Lincoln reserves the right at any time during the term of this agreement to sell, lease, loan or trade or otherwise dispose of the Backhoe Loader at its discretion.
  - 2.1.1 Such action by The City of Lincoln shall make this agreement immediately null and void.
- 2.2 To every extent possible, service and/or repairs will be performed at the machine location within the City of Lincoln.
  - 2.2.1 In the event the seller determines the machine must be taken to an authorized repair facility to accomplish the service and/or repairs, all transportation cost shall be the responsibility of the seller.
- 2.3 The City of Lincoln will maintain current and accurate fuel, add oil(s) and operating hour records not to exceed a (5) day lag.
  - 2.3.1 Seller reserves the right to examine the City's records at any time upon reasonable notice.
  - 2.3.2 Failure by the City of Lincoln to comply with the provision will render this agreement null and void.
- 2.4 Seller may inspect the Backhoe Loader at any time upon reasonable notice.
  - 2.4.1 Seller may make recommendations for operating and maintenance procedures any time during the term of this agreement.
  - 2.4.2 The City of Lincoln, to the best of its ability, will comply with such recommendations within a reasonable time frame, not to exceed thirty (30) days.
- 2.5 Should the Backhoe Loader be out of service for three (3) normal working days due to failure of seller to complete service and/or repairs, the seller shall provide to The City of Lincoln at the sellers expense a loaner Backhoe Loader of equal size and design, until such time as the Backhoe Loader is placed back in service.
  - 2.5.1 Failure of the seller to provide such loaner Backhoe Loader after such three (3) day period will subject the seller to liquidated damages in the amount of \$500.00 per day.
- 2.6 Service and/or repairs due to acts of nature, fire, theft, vandalism, accident or neglect or abuse directly caused by The City of Lincoln will not be considered the responsibility of the seller.
- 2.7 At any time during the term of this agreement the City of Lincoln reserves the right to return the Performance Bond rendering this agreement null and void.
- 2.8 Complete details of The Full Machine Maintenance Agreement must accompany your bid proposal, to include but not limited to the following:
  - 2.8.1 Per incident deductibles.
  - 2.8.2 Limits of liability.
  - 2.8.3 Exclusions.
  - 2.8.4 Transferability

## 3. **DETAILED SERVICE AND REPAIR REQUIREMENTS**

- 3.1 The following service and/or repair related expenses will be the responsibility of the seller, through this Full Machine Maintenance Agreement.
  - 3.1.1 All Preventive Maintenance, Service, Repairs and Adjustments required to keep the Backhoe Loader in satisfactory operating condition, bases on accepted industry standards, through the term of this agreement, and be performed in accordance with the manufacturers recommended intervals, as published.
    - 3.1.1.1 This shall include all parts, labor, fluids, lubricants, and expendables, unless otherwise stated in Section 3.2 of this document.

- 3.1.2 All labor shall be performed by individuals Factory Certified to perform service and/or repairs on the equipment covered under this agreement, and be full time employees of the seller.
- 3.1.3 All parts utilized in the service and/or repairs on equipment covered under this agreement, shall be OEM new or rebuilt to meet OEM specifications, and carry the manufactures name.
- 3.1.4 All fluids and lubricants utilized in the service and/or repairs on equipment covered under this agreement, shall meet or exceed all manufactures recommendations.
- 3.1.5 During the full term of this agreement the seller shall perform manufacturers recommended oil sampling and analysis on all major components, and provide the City of Lincoln a copy of each completed analysis.
  - 3.1.5.1 The City of Lincoln reserves the right to make repair recommendations based on the results of the oil analysis program.
- 3.1.6 Seller shall provide full emergency after hours service on a twenty-four (24) hour, seven (7) day a week basis.
  - 3.1.6.1 Response time following notification by the City to the seller shall be a maximum of two (2) hours.
  - 3.1.6.2 Failure of the seller to provide an accessible contact, or failure to meet requirements as described in section 3.1.6.1 will subject the seller to liquidated damages in the amount of \$500.00 per incident.
  - 3.1.6.3 The City of Lincoln will be responsible for only the per hour difference between the sellers normal daily shop labor rate and the after hours labor rate, not to exceed eight hours without authorization by the City of Lincoln.
    - 3.1.6.3.1 The City of Lincoln will not be responsible for mobilization, mileage or any equipment transportation costs.
- 3.2 The following will be excluded from the sellers responsibility, unless normally covered under the manufactures standard warranty:
  - 3.2.1 All labor associated with manufacturers recommended operators service and inspection.
  - 3.2.2 All fuel, lubricants and top off fluids associated with operators service and inspection.
  - 3.2.3 All parts and labor associated with ground engaging equipment to include cutting edges, bits, shanks, teeth and blades.
  - 3.2.4 All parts and labor associated with working, driving, turn and exterior warning lights. (Less wiring and switches.)
  - 3.2.5 All parts and labor associated with tire repair and replacement.
  - 3.2.6 All parts and labor associated with cab glass.
  - 3.2.7 All parts and labor associated with cleaning and repainting.

#### **4. MAINTENANCE CONTRACT**

- 4.1 Within thirty (30) working days after the award of bid, the seller must execute a written maintenance contract with The City of Lincoln, which will incorporate The City of Lincoln's specifications as set forth herein.
- 4.2 Failure to enter into a maintenance contract with The City of Lincoln within such time period will cause a forfeiture of the seller's bid security to The City of Lincoln as full liquidated damages.
- 4.3 Also within such time period, the successful bidder must furnish a performance bond in the sum \$10,000.00 executed by the seller and by a corporate surety company authorized to transact business in the State of Nebraska.
- 4.4 Such bond shall be conditional upon the faithful performance of all terms and conditions of the Full Machine Maintenance Agreement, including the holding harmless of The City of Lincoln from failure to do so, and including the making good of any and all guarantees which the contract documents may require for the duration of the contract period.



## PROPOSAL SPECIFICATION NO.06-221

**BID OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, July 26, 2006**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_ through \_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

### 90 HORSE POWER CLASS BACKHOE LOADER (WATER) CITY OF LINCOLN BIDDING SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	90 Horse Power Class Backhoe Loader Mfg. _____ Model # _____	One (1)	\$ _____	\$ _____
2.	5 Year 3,500 Hour Lease With Buy Out Option	Annual Cost W/Trade Annual Cost WO/Trade		\$ _____ \$ _____
	Note: All specifications and maintenance agreement requirements described will apply to out right purchased or leased equipment.	Buy Out Cost		\$ _____
3.	Trade-in Allowance as Described in Section #5 of the Specifications.	(Optional)		\$ _____
4.	New Machine Delivery Time, After Receipt Of Order: _____ Days			
5.	The purchase of additional units by The City of Lincoln under this contract award shall be held firm through _____/_____/_____.			

**Clarification:**

- A. Items # 1,2 and 4 must be completed for bid to be considered responsive as bids will be evaluated based on both Purchase and Lease costs provided (Trade Allowance Optional).
- B. Lease payment schedule to be calculated on an annual pre-payment basis.
- C. If trade-in allowance is accepted it shall be applied as a down payment.
- D. At the end of the lease term the City of Lincoln reserves the right to:  
Return the unit to the successful bidder and to NOT exercise the Buy Out Option.  
(OR)  
Purchase the unit for the amount indicated as Buy Out Cost on this bid proposal.
- E. Exceptions to any part of this bid document shall be clearly noted by Item # on your company letterhead and signed by appropriate authority.
- F. Lease must include a non-funding clause.
- G. Bid must include lease payment amortization schedule including interest rate.
- H. Payment schedule will be based on machine acceptance date with annual payment due each year following.

Company Name \_\_\_\_\_

**OPTIONAL EQUIPMENT PRICING**  
**90 HORSE POWER CLASS BACKHOE LOADER**  
**SPECIFICATION # 06-221**  
 (For Out-Right Purchased Units Only)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
O-1.	OEM 12" heavy-duty bucket with bucket pins. Mfg. _____ Model # _____	One (1)	\$ _____	\$ _____
O-2.	OEM 30" heavy-duty bucket with bucket pins. Mfg. _____ Model # _____	One (1)	\$ _____	\$ _____
O-3.	OEM 1.3 cu. yd. Multi-purpose loader bucket with bolt-on cutting edge and 3 <sup>rd</sup> valve in lieu of bucket specified. Mfg. _____ Model # _____	One (1)	\$ _____	\$ _____
O-4.	Stick mounted hydraulic breaker (Stanley MB956 or equal) with hose whips, couplers, mole point tool, chisel point tool and pins. Mfg. _____ Model # _____	One (1)	\$ _____	\$ _____
O-5.	Stick mounted hydraulic compactor (Stanley HS6000 or equal) with hose whips, couplers and pins. Mfg. _____ Model # _____	One (1)	\$ _____	\$ _____
O-6.	OEM hydraulic thumb with all required valving, controls and lines required for proper operation, compatible with 24" HD bucket. Mfg. _____ Model # _____	One (1)	\$ _____	\$ _____

All attachments listed will be installed price and be compatible with the bucket coupler and hydraulics tool circuit on the unit(s) provided.

**BID SECURITY REQUIRED:**      X   No           Yes,        Amount

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-221**

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**COMPANY NAME**

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**BY (Signature)**

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**STREET ADDRESS or P.O. BOX**

---

**(Print Name)**

---

**CITY, STATE      ZIP CODE**

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**(Title)**

---

**TELEPHONE No.      FAX No.**

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**(Date)**

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**E-MAIL ADDRESS**

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**ESTIMATED DELIVERY DAYS**

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

### PURCHASING DIVISION

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
  - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
  - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.

#### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

#### **5. ADDENDA**

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **6. ANTI-LOBBYING PROVISION**

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

#### **7. BRAND NAMES**

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

#### **8. DEMONSTRATIONS/SAMPLES**

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

#### **9. DELIVERY (Non-Construction)**

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **10. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 10.1.1 Manufacturer's warranties and/or guarantees.
  - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

## **11. ACCEPTANCE OF MATERIAL**

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

## **12. BID EVALUATION AND AWARD**

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

## **13. INDEMNIFICATION**

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly

or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **14. TERMS OF PAYMENT**

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **15. LAWS**

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

## **17. LIVING WAGE**

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

## **18. EXECUTION OF AGREEMENT**

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - X   a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
    - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
    - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.